

**Regular Board Meeting**  
Jackson/Teton County Housing Authority  
Teton County Old Library  
320 S. King St.  
Jackson, WY

April 3, 2019  
2:00 PM



1. Call to Order
2. Pronouncement of Quorum
3. Public Comment
4. Approval of Regular Meeting Minutes for March 6, 2019 and Special Meeting Minutes for March 15, 2019
5. Review of February Financials & Staff Update
6. Melody Ranch Townhomes
7. Housing Department Work Plan
8. CSP Application – Gros Ventre OB/GYN
9. 848 W. Snow King Amended and Restated Restriction
10. Ross – Siegler Escrow Agreement
11. 270 W. Pearl Ave. Unit 107 – Reclassify as 80% 120% Income Range
12. Matters from Staff
13. Matters from Board
14. Adjourn

Jackson/Teton County Housing Authority  
Meeting Minutes  
March 6, 2019  
Teton County Old Library

The regular meeting of the Jackson/Teton County Housing Authority Board was called to order on March 6th, 2019 at 2:00 pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Matt Faupel, Amy Robinson, April Norton, Julia Johari, and Stacy Stoker.

**Pronouncement of Quorum**

Board Chair, Matt Faupel and Vice Chair, Amy Robinson were present. Housing Authority Board Chair, Matt Faupel declared a quorum.

**Public Comment**

No Public Comments

**Approval of Regular Meeting Minutes for February 6 and February 21, Special Meeting**

Amy motioned to approve the Regular Meeting Minutes for February 6 and Special Meeting Minutes for February 21. Matt seconded. The motion was approved unanimously.

**Review of January Financials & Staff Update**

A short discussion occurred regarding the January Financials & Staff Update. No action was taken.

**Melody Ranch Townhomes**

The Housing Department has received communications from the County Attorney concerning the Covenants Conditions and Restrictions for Melody Ranch Townhomes. Staff has also received a letter from the HOA written by their attorney, Frank Hess. The elected officials have indicated that they do not want to hear this item unless all outstanding questions are answered and there is a strong recommendation from the Housing Authority Board.

**Outstanding Questions**

1. What is the actual cost of fixing these roofs?
2. How do we know if all roofs are affected?
3. Where in the process is the RFP for the architect and engineer that the HOA put out?
4. Were the buildings originally built to code? Is it absolutely a certainty that at the time of construction the wrong materials were used?
5. What is the obligation of the Housing Department to enforce maintenance on the homes?

The HOA updated the Board and staff with new information regarding this situation. A discussion occurred between Board members, staff and the HOA. Staff asked for direction from the Board on next steps, and then staff and the Board provided recommendations to the HOA. No action was taken.

#### Update on 4307 Sage Meadows Drive

The closing for 4307 Sage Meadow Road was completed on February 26, 2019. The former owner will be leasing the property back from the Housing Authority through the end of March. A new Workforce Housing Restriction will be recorded on the property, and the home will be sold for \$500,000 through the Housing Department's Weighted Drawing Process. The price is based on MFI for 3 and 4 person households. The goal for Workforce units is to price them at a price that's affordable to a household earning more than 120% of Median Family Income. This unit is priced at about 175% MFI for a 3 person household and 150% MFI for a 4 person household. The closing is projected to take place the first week of June. As discussed during budget approval, proceeds from the sale will go into the Housing Supply Account. A short discussion occurred between staff and the Board. No action was taken.

#### 199 E. Pearl Amendment and Restatement Special Restriction

199 E. Pearl #205 is a condominium in the 199 E. Pearl building located on the corner of Pearl and Willow. It currently for sale and has an Employment-based restriction on it, and this Amendment and Restatement Special Restriction will bring it up to date with the standardized Workforce Housing Restriction.

**Motion:** Amy Robinson moved to approve the Amendment and Restatement Special Restriction for Workforce Housing located at 199 E. Pearl Condominium Addition Unit 205 Town of Jackson Wyoming. Matt Faupel seconded. The motion was approved unanimously.

#### 4307 Sage Meadow Road Amendment and Restatement Special Restriction

4703 Sage Meadow Road is a property recently purchased by the Housing Authority. Its current Affordable Category 2 restriction has a sunset clause in the restriction that is due to expire in approximately one year, which would make it a market home. This Amendment and Restatement restriction will reclassify the home as a Workforce Housing unit, bring it up to date with the standard restrictions, and remove the sunset clause allowing the home to stay in the program in perpetuity.

**Motion:** Amy Robinson moved to approve the Amendment and Restatement Special Restriction for Workforce Housing located at 4307 Sage Meadow Road, Teton County Wyoming. Matt Faupel seconded. The motion was approved unanimously.

#### Extension of Listing Agreement for 260 W. Broadway

Matt Faupel moved to approve the Extension of Listing Agreement for 260 W. Broadway. Amy Robinson seconded. The motion was approved unanimously.

#### Matters from Staff

No matters from Staff.

#### Matters from Board

No matters from the Board.

### Executive Session to Discuss Real Estate Transaction

A confidential discussion took place regarding a real estate transaction.

**Motion:** Amy Robinson moved to approve counter the offer that was discussed during Executive Session. Matt Faupel seconded. The motion was approved unanimously.

### Adjourn

Matt Faupel moved to adjourn the meeting at 3:05 pm. Amy Robinson seconded. The motion passed unanimously.

Respectfully Submitted:

Danielle Goldyn-Haigh, Clerk

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Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:

Matt Faupel  
Chair

Date\_\_\_\_\_

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Amy Robinson  
Vice Chair

Date\_\_\_\_\_

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Danielle Goldyn-Haigh  
Clerk

Date\_\_\_\_\_

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Jackson/Teton County Housing Authority  
Special Meeting Minutes  
March 15, 2019  
Teton County Old Library

The special meeting of the Jackson/Teton County Housing Authority Board was called to order on March 15, 2019 at 2:00 pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Matt Faupel, Amy Robinson, and Stacy Stoker.

**Pronouncement of Quorum**

Board Chair, Matt Faupel and Vice Chair, Amy Robinson were present. Housing Authority Board Chair, Matt Faupel declared a quorum.

**Public Comment**

No Public Comments

**Interviews of Candidates for Open Board Position**

The following candidates were interviewed by the board for the open board position.

**Executive Session**

Amy Robinson motioned to move into Executive Session to discuss the interviews, and Matt Faupel seconded. The motion passed unanimously.

**Appointment of New Board Member**

The board came out of Executive Session and entered into their Special Meeting. Amy Robinson motioned to appoint Annie Kent Droppert as the new board member. Matt seconded. The motion passed unanimously.

**Adjourn**

Amy Robinson moved to adjourn the meeting at 10:00am. Matt Faupel seconded. The motion passed unanimously.

Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:

Matt Faupel                      Date \_\_\_\_\_  
Chair

Amy Robinson                      Date \_\_\_\_\_  
Vice Chair

## JACKSON/TETON COUNTY HOUSING AUTHORITY

**Balance Sheet**

As of February 28, 2019

	Feb 28, 19	Jan 31, 19	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
FIB - Administration	151,153.59	147,561.85	3,591.74
FIB - Millward Ground Lease	131,757.76	130,632.60	1,125.16
Total Checking/Savings	282,911.35	278,194.45	4,716.90
Accounts Receivable			
Ground Lease Receivables	9,000.50	8,851.49	149.01
Total Accounts Receivable	9,000.50	8,851.49	149.01
Other Current Assets			
Inventory	575,267.00	0.00	575,267.00
Total Other Current Assets	575,267.00	0.00	575,267.00
Total Current Assets	867,178.85	287,045.94	580,132.91
Fixed Assets			
Buildings & Improvements			
260 West Broadway	1,391,040.08	1,391,040.08	0.00
Accumulated Depreciation	(621,234.82)	(621,234.82)	0.00
The Grove Phase I	6,776,024.29	6,776,024.29	0.00
Total Buildings & Improvements	7,545,829.55	7,545,829.55	0.00
Furniture, Fixtures & Equipment	22,024.69	22,024.69	0.00
Land & Projects			
440 West Kelly Avenue	1,703,568.00	0.00	1,703,568.00
575 East Hall Avenue	1,159,017.60	1,159,017.60	0.00
Hall Street	2,565,214.22	2,565,214.22	0.00
Millward Neighborhood	1,412,795.50	1,412,795.50	0.00
Mountain View Meadows	450,000.00	450,000.00	0.00
Rains Property	2,002,815.01	2,002,815.01	0.00
The Grove	3,385,000.00	3,385,000.00	0.00
Wilson Meadows	353,080.00	353,080.00	0.00
Total Land & Projects	13,031,490.33	11,327,922.33	1,703,568.00
Total Fixed Assets	20,599,344.57	18,895,776.57	1,703,568.00
Other Assets			
Allowance for Doubtful Accou...	(273,481.00)	(273,481.00)	0.00
Snow King Apts. Int. Receivable	3,481.00	3,481.00	0.00
Snow King Apts. Note Receiv...	270,000.00	270,000.00	0.00
Total Other Assets	0.00	0.00	0.00
<b>TOTAL ASSETS</b>	<b>21,466,523.42</b>	<b>19,182,822.51</b>	<b>2,283,700.91</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	4,933.78	5,397.80	(464.02)
Total Accounts Payable	4,933.78	5,397.80	(464.02)
Other Current Liabilities			
Current Portion of LTD	112,000.00	112,000.00	0.00
Security Deposits	52,754.58	52,229.58	525.00
Total Other Current Liabilities	164,754.58	164,229.58	525.00
Total Current Liabilities	169,688.36	169,627.38	60.98

## JACKSON/TETON COUNTY HOUSING AUTHORITY

**Balance Sheet**

As of February 28, 2019

	Feb 28, 19	Jan 31, 19	\$ Change
Long Term Liabilities			
Current Portion of LT Debt	(112,000.00)	(112,000.00)	0.00
Note Payable - FIB(6348)	2,655,241.00	2,665,497.57	(10,256.57)
Total Long Term Liabilities	2,543,241.00	2,553,497.57	(10,256.57)
Total Liabilities	2,712,929.36	2,723,124.95	(10,195.59)
Equity			
Retained Earnings	16,367,274.23	16,367,274.23	0.00
Net Income	2,386,319.83	92,423.33	2,293,896.50
Total Equity	18,753,594.06	16,459,697.56	2,293,896.50
TOTAL LIABILITIES & EQUITY	21,466,523.42	19,182,822.51	2,283,700.91

## JACKSON/TETON COUNTY HOUSING AUTHORITY

## Profit &amp; Loss by Class

February 2019

	Administration	Broadway	Housing Supply	Millward	The Grove	TOTAL
Ordinary Income/Expense						
Income						
Rent Income	0.00	19,161.25	2,810.36	1,465.00	31,458.58	54,895.19
Total Income	0.00	19,161.25	2,810.36	1,465.00	31,458.58	54,895.19
Gross Profit	0.00	19,161.25	2,810.36	1,465.00	31,458.58	54,895.19
Expense						
Dues & Subscriptions	0.00	0.00	73.02	0.00	0.00	73.02
Insurance	0.00	4,988.05	0.00	0.00	0.00	4,988.05
Management Fees	0.00	0.00	0.00	0.00	2,621.75	2,621.75
Professional Fees	3,465.00	0.00	0.00	0.00	0.00	3,465.00
Rent(Ground Lease Fee)	0.00	12,746.90	0.00	0.00	0.00	12,746.90
Repairs & Maintenance	0.00	256.50	0.00	0.00	2,631.95	2,888.45
Taxes & Licenses	0.00	(155.86)	(328.65)	0.00	0.00	(484.51)
Telephone	0.00	0.00	0.00	0.00	134.81	134.81
Utilities	0.00	530.27	18.59	0.00	2,622.08	3,170.94
Total Expense	3,465.00	18,365.86	(237.04)	0.00	8,010.59	29,604.41
Net Ordinary Income	(3,465.00)	795.39	3,047.40	1,465.00	23,447.99	25,290.78
Other Income/Expense						
Other Income						
Contribs. from Other Entities	0.00	0.00	2,278,579.37	0.00	0.00	2,278,579.37
Interest Income	0.00	18.54	0.00	14.09	0.00	32.63
Other Income	50.00	0.00	0.00	0.00	100.00	150.00
Total Other Income	50.00	18.54	2,278,579.37	14.09	100.00	2,278,762.00
Other Expense						
Interest Expense	0.00	0.00	0.00	0.00	10,156.28	10,156.28
Total Other Expense	0.00	0.00	0.00	0.00	10,156.28	10,156.28
Net Other Income	50.00	18.54	2,278,579.37	14.09	(10,056.28)	2,268,605.72
Net Income	(3,415.00)	813.93	2,281,626.77	1,479.09	13,391.71	2,293,896.50

For Internal Management Use Only

## JACKSON/TETON COUNTY HOUSING AUTHORITY

## Profit &amp; Loss by Class

July 2018 through February 2019

	Administration	Broadway	Hall	Housing Supply	Millward	The Grove	Wilson Meadows	Wilson Park	TOTAL
Ordinary Income/Expense									
Income									
Facilitation Fee	3,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,450.00
Rent Income	0.00	153,290.00	1,150.00	4,639.39	12,215.00	248,299.84	1,540.00	1,225.00	422,359.23
Total Income	3,450.00	153,290.00	1,150.00	4,639.39	12,215.00	248,299.84	1,540.00	1,225.00	425,809.23
Gross Profit	3,450.00	153,290.00	1,150.00	4,639.39	12,215.00	248,299.84	1,540.00	1,225.00	425,809.23
Expense									
Dues & Subscriptions	0.00	0.00	0.00	73.02	0.00	0.00	0.00	0.00	73.02
Insurance	0.00	3,539.40	0.00	0.00	0.00	7,981.00	0.00	0.00	11,520.40
Management Fees	0.00	0.00	0.00	0.00	0.00	20,323.75	0.00	0.00	20,323.75
Professional Fees	27,985.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	30,385.00
Rent(Ground Lease Fee)	0.00	101,975.20	0.00	0.00	0.00	0.00	0.00	0.00	101,975.20
Repairs & Maintenance	0.00	4,270.30	0.00	0.00	4,560.00	18,580.86	0.00	0.00	27,411.16
Taxes & Licenses	15.00	6,263.28	0.00	(328.65)	0.00	13,561.60	0.00	0.00	19,511.23
Telephone	0.00	0.00	0.00	0.00	0.00	1,089.48	0.00	0.00	1,089.48
Utilities	0.00	2,967.04	0.00	18.59	0.00	18,044.57	0.00	0.00	21,030.20
Total Expense	28,000.00	121,415.22	0.00	(237.04)	4,560.00	79,581.26	0.00	0.00	233,319.44
Net Ordinary Income	(24,550.00)	31,874.78	1,150.00	4,876.43	7,655.00	168,718.58	1,540.00	1,225.00	192,489.79
Other Income/Expense									
Other Income									
Contribs. from Other Entities	0.00	0.00	0.00	2,278,579.37	0.00	0.00	0.00	0.00	2,278,579.37
Interest Income	0.00	150.44	0.00	0.00	118.59	0.00	0.00	0.00	269.03
Other Income	50.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	450.00
Total Other Income	50.00	150.44	0.00	2,278,579.37	118.59	400.00	0.00	0.00	2,279,298.40
Other Expense									
Interest Expense	0.00	0.00	0.00	0.00	0.00	85,468.36	0.00	0.00	85,468.36
Total Other Expense	0.00	0.00	0.00	0.00	0.00	85,468.36	0.00	0.00	85,468.36
Net Other Income	50.00	150.44	0.00	2,278,579.37	118.59	(85,068.36)	0.00	0.00	2,193,830.04
Net Income	(24,500.00)	32,025.22	1,150.00	2,283,455.80	7,773.59	83,650.22	1,540.00	1,225.00	2,386,319.83



MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Housing Department Staff  
**DATE:** March 28, 2019  
**SUBJECT:** Monthly Staff Update

**How to Sell and How to Buy Booklets** – The *How to Sell* and *How to Buy* booklets are complete. These will be a helpful educational tool for owners and potential buyers.

**Database** – The Housing Department's database is being updated. Several revisions are being done to help staff with tracking data, running reports, etc. It is also a step in moving toward receiving applications and drawing entries on line.

**Sales and Rentals** – Year-to-Date Stats, January 1 to March 29, 2019:

- 3 homes sold/closed to date
- 21 household under contract
- 1 home in Weighted Drawing
- 1 household in the application period

The chart below shows the stats requested by the Board for weighted drawings.

Unit	Bedrooms	Total Applicants	Average Points	Selected Household Points	Status
Unit 46 Millward	3	9 (No Dogs)	10	10 entries Picked on 1	Closed
Unit 19 Melody Ranch	2	8	6	10 entries Picked on 1	Closed
Unit 205 199 East Pearl	1	37	2	10 entries Picked on 3	Household under contract closing 4/18/19
Unit 14 Sage Meadows	2 + loft	HA purchased	NA	NA	Closed
Unit 202 Grove rentals	2	5	10	5 entries Picked on 1	moved in
Unit 307 Grove rentals	1	5	6	6 entries Picked on 1	moved in

Unit 38 810 West	2	26	6	10 entries picked on 1	Under Contract
Unit 14 Sage Meadows	2				Under weighted drawing

Listed below are the families who have been chosen in drawings this year and have either closed or are in the process of purchasing their new home.

- Sonia Susano Hernandez and Arraon Rameriz + 2 children
  - Sonia works at Children's Learning Center. Aaron works at Mountain Top Tile and Tasker Care.
  - 3-bedroom, 2-bathroom unit.
  - Closed
- KC and Mary Bess + 2 Children
  - KC works at Mad River and Mary works at JH Wildlife Safaris
  - 2-bedroom, 2-bathroom unit
  - Closed

Blake & Bailey Morley = 1 child

- Blake works at Blue Spruce and Bailey works at Clear Creek Group & First Baptist Church
- 2-bedroom, 2-bathroom unit
- Under contract

Listed below are the families who have been chosen in drawings for rental units this year and have moved into The Grove:

- Janet Romero and David Morillon Torija + one child
  - Janet works at Saint John's Medical Center and David works at Lucky's Market
  - 2-bedroom plus unit
  - Moved in
- Cataline Garcia Hernandez + one child
  - Cataline works at Stitch Upholstery as a seamstress
  - 1-bedroom unit
  - Moved in

**Grove Phase 2 Warrantees** –This involves installing thresholds on the ground floor back doors to stop water from entering. GE Johnson has been working with the architect to design a flashing piece that will stop water from coming in the edges. GE Johnson has also been adding caulking and foam insulation to the exterior to alleviate leaking of water into the storage closets. The Housing Department has coordinated between the owners and GE Johnson to schedule the repairs. They are ongoing.

**Grove Phase 1 Lease Renewals** – Requalification of tenants at The Grove will begin in May with lease renewals taking place September 1.

**Employee/Affordable Rental Housing Verification** –The owners of these units are required to annually verify the units are being rented to employees working in Teton County. Recently approved

standardized restriction templates are now in use for new units. There are 419 total Employee/Affordable Rental units.

- 108 existing units have been contacted for the 2018-2019 annual verification. 61 have provided the requested documents and are compliant with their restrictions – the majority of new requests are not due yet.
- Meadowbrook B9 restriction revision. Emailed with a follow up request on status of recording new restriction – still need verifications regardless of the restriction in place.
- 3/20/19 a letter was mailed and emailed to Mini Mart/Loaf n' Jug from the Town Attorneys office. They were given 10 days to provide complete documentation. Currently working with their legal staff to obtain complete verification documents and a schedule to inspect the units.
- Old West Cabins – Owner is providing additional documents. One tenant vacated voluntarily, and owner is working on filling the vacancy and providing documents.
- Hillside Business Phase 2, Unit 607 has not provided any employee housing verification documents. Scheduled to turn over to the County Attorney's office.

**Sunset Clause Releases** – There were a total of 99 units that have a sunset clause restriction in Housing Department inventory. Since 2017, 20 have expired. 19 more are set to expire starting in July 2019, 10 are due to expire in 2020, and two in 2021. No new requests have been received asking for a certificate of release. I have met with a couple of homeowners interested in what options are available to them. One sunset clause was purchased by the Housing Authority for \$75,000 and is now a Workforce unit in perpetuity.

**Request to Rent/Leave of Absence** - No new Rent or Leave of Absences have been requested since the last Board meeting. There are two (2) active approved leave of absences. One expires 5/1/19 and the other expires 6/1/19.

**Request for Exception** – None at this time.

**Employment-Based/Workforce Ownership Requalification's** – In 2018, the Housing Department had 53 employment-based homes to requalify annually. One (1) household was forced to sell. All remaining households have been requalified for 2018. The restriction on the forced sale unit will be replaced with Workforce Ownership. Two additional, formerly employment based, units sold and the Workforce Ownership restriction will be recorded.

**Violations** – There are currently two alleged violations. One ownership unit where the owner does not appear to be occupying the unit at least 10 months of the year. One rental unit where the qualified household of one has moved in an additional adult and may not be a qualified household earning less than 120% of MFI.

**Online Weighted Drawing Form** – The next step in our online services is the online weighted drawing form. The goal of this is to run all of our weighted drawings through an online process. Households will be able to choose to enter a weighted drawing using the information from their Intake Form. They will also have the ability to upload required documents online. This will streamline the process for both customers and staff. The Online Weighted Drawing Form test version was released on February 17. It is anticipated to be available starting in April 2019. We now have a computer in our office for applicants to use in case they need assistance and/or don't have access to a computer and/or scanner. We also have our application documents available in Spanish.



**Spanish-Language Outreach** – During March and April the Library and One 22 will provide Spanish-language outreach to households who wish to complete an online Intake Form. Housing Department staff has been working with both the Library and One 22 to help coordinate this outreach and to plan for similar programming outreach this spring/summer.



MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Stacy Stoker, Housing Manager  
**DATE:** March 28, 2019  
**SUBJECT:** April 3, 2019 Housing Authority Board Agenda

**Item 6. Melody Ranch Townhomes**

Staff has been working on a draft of the staff report that will go to the JIM on May 6 as long as pertinent information has been received from the Melody Ranch Townhomes HOA. At the time of this memo, staff has not received any communication from the HOA since the last board meeting. A separate memo has been provided giving the history and the potential options that have been narrowed down.

**Item 7. Housing Department Work Plan**

The Housing Department Workplan for FY19/20 has been completed. It will be used to present to the Town Council and Board of County Commissioners along with the Budget to allow them a better understanding of the scope of work the Housing Department does. Please see attached.

**Item 8. CSP Application – Gros Ventre OB/GYN**

Staff has received a Critical Services Provider application from Gros Ventre OB/GYN asking for approval of their organization as CSP for the following positions:

- Medical Doctor
- Certified Nurse Midwife

The Housing Authority is tasked with determining whether organizations and positions meet the definition of Critical Services Provider according to the Housing Rules and Regulations.

**Critical Services Provider:** An employee or volunteer of a community based institutional or non-profit organization on call 24 hours per day for public safety emergencies.

The application is attached.

**Suggested Motion**

I move to approve the Grove Ventre OB/GYN as an approved Critical Services Provider Organization along with the positions of Medical Doctor and Certified Nurse Midwife.

**Item 9. 848 W. Snow King Amended and Restated Restriction:**

This home is currently under contract. As homes come up for sale, staff has been directed by the elected officials to record the approved standard restriction on the units. The existing restriction requires the JTCHA and the owner to sign any modifications.

**Suggested Motion:**

I move to approve the Amendment and Restatement Special Restriction for ownership Workforce Housing located at 848 W. Snow King Avenue, Jackson Wyoming.

**Item 10. Ross – Siegler Escrow Agreement**

270 W. Pearl Avenue is currently under contract. The HOA has indicated roof repairs are being done, and owners will be charged a portion of the expense as a Special Assessment. Since this is maintenance that needs to be done during the current ownership, it is the responsibility of the seller to pay for it. The HOA has estimated the assessment to Mr. Ross will be approximately \$7,500. The Housing Authority will hold \$10,000 in escrow until the assessment is levied. Once the assessment is levied (approximately 30 days from now) the Housing Authority will pay the assessment and disburse any remaining funds to the seller.

**Suggested Motion**

I move to approve the escrow agreement between Michael Ross, Nate Siegler, and the Housing Authority as presented.

**Item 11. 270 W. Pearl Ave Unit 107 – Reclassify as 80% - 120% Income Range**

This one-bedroom unit is currently up for sale and is restricted as a Workforce Housing unit, which is intended for households earning more than 120% of median. The pricing of the unit is 95% of median family income (MFI) for a one-person household and 110% of MFI for a two-person household. This means it is affordable to households earning between 80% - 120% of MFI. Staff analyzed demand, and there is a high demand for one-bedroom units in the 80% - 120% Income range. Lower income range units are a higher subsidy than Workforce so they are more difficult to get built. Staff recommends reclassifying this unit to 80% - 120% using the approved Amended and Restated restriction template.

**Suggested Motion**

I move to approve reclassifying 270 W. Pearl Ave. Unit 107 to an 80% - 120% Income Range by recording a standard approved Amended and Restated restriction.



## MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Stacy Stoker, Housing Manager  
**DATE:** March 28, 2019  
**SUBJECT:** Melody Ranch Townhomes

### PURPOSE

The Melody Ranch Townhomes development is experiencing some issues related to the roofs on the units. The purpose of this item is to summarize the issue to-date and seek direction from the Council and Board with regard to what assistance, if any, the Housing Department and/or Housing Authority Board should provide the homeowners.

### BACKGROUND

Melody Ranch Townhomes were constructed in 1996 and 1998 by No-Pro Housing LLC. They were developed as part of the mitigation required for the Melody Ranch PUD. Once the units were constructed, No-Pro Housing LLC was dissolved. The Housing Department has been told that three different construction firms were used to build the units.

All 24 units in the development had deed restrictions that sunset. Over time, the Teton County Housing Authority has been able to remove 8 of those sunset clauses, therefore restricting those units in perpetuity. 13 of the units have restrictions that sunset and are now free market units. 3 of the units have restrictions that have not yet sunset but will over the course of the next 3 years.

Affordable Units	8
Affordable Units w/ Sunset Clause	3
Are Market Units (restrictions have already sunset)	13

A few years ago, some of the owners started noticing issues with their roofs. The HOA provided funds to fix at least two roofs. According to the HOA, these fixes were emergency fixes that are only temporary. Around June 2018 homeowners began approaching the Housing Department to help them sort through the roof situation as it became evident to at least some of the homeowners that the problem was pervasive and much more serious than initially thought.

On June 6, 2018 Buchko Structural Engineering LLC performed an inspection on an exposed section of roof Structural Insulated Panels (SIP). The report provided to the HOA on June 14, 2018 states:

*The observed roof conditions appear to result from improperly specified panels and/or poor construction methods. Improperly sealed joint allowing moisture migration, improper joint connections, and omitted diaphragm nailing are improper SIP construction methods. That the condition is less pronounced on the buildings with metal roofs is likely the result of the metal ridges providing some ventilation. It is*

*reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex.*

In the report, Buchko recommends that the roof panels be replaced with new panels or removed and replaced with a new system of conventional roof framing. The home Buchko inspected was listed for sale in 2018 for \$679,000 and eventually sold for \$545,000. This unit had a deed restriction that sunset (expired) in 2018 and was therefore a free market unit. It was the first unit in the neighborhood to sell as a free market unit.

The roof panel manufacturer, Insulpan, is out of business. The HOA insurance provider, Farm Bureau, was informed of the issue and advised the HOA that if the HOA makes a claim they will deny the claim as they do not cover faulty materials. Per the HOA, it was also stated by Farm Bureau that if the HOA makes a claim they will likely drop the HOA until the roof problem is fixed.

On July 2, 2018 the Teton County Attorney's Office sent the HOA a letter stating that the Housing Authority has no liability because it did not develop these units. The Housing Department's role pertaining to Melody Ranch Townhomes is to enforce the Occupancy and Use Restrictions, which includes ensuring compliance and facilitating sales and resales. The Housing Department has no authority over the HOA budget or the CCRs.

On July 11, 2018 Carrie Geraci, representing the HOA, came to speak to the Housing Authority Board asking for some assistance with the situation.

On August 20, 2018 the HOA held their annual meeting. The meeting minutes outline three options for the roof repair: 1) replace entire roof, 2) build a sub-structure over the existing roof, and 3) same as option 2, but only address the damaged areas of the roofs. The option costs range from \$25,000 to \$50,000 each. The meetings also state that the metal roofs "should be ok."

On September 14, 2018, another homeowner, Brian Modena, met with Housing Department staff. During this meeting staff reiterated that the department had no liability in the matter. The complicating factor we identified at this time was related to the HOA's ability to get financing with multiple valuations of units (market, soon to sunset, permanently deed restricted).

On October 11, 2018, the Modenas were selected in a weighted drawing for a Workforce restricted home. Based on previous discussions with the Modenas, Housing Department staff knew their current home had a roof in need of repair.

The Housing Rules and Regulations require owners to complete all maintenance/repairs needed on a home before the closing of a sale. So, if one of the townhome owners wished to sell her/his unit, s/he would be required to fix the roof. Because the townhomes are connected four to a building, the entire building's roof needs to be fixed for all four townhomes at once, which would make it very hard for any one homeowner to fix any one roof so that s/he can sell her/his home. In cases where there are incomplete maintenance/repair items on a home being sold, the Rules and Regulations require funds to be held from sales proceeds in escrow to cover the cost of the maintenance/repair. For an owner to close the sale of a home, the Housing Department would hold funds from the sales proceeds in escrow to pay for the roof repair. However, if there is not enough equity in the home to cover the entire cost, the owner would be required to provide the remaining amount needed to cover the cost of the repair from her/his own pocket.

On October 19, 2018 the Modenas received a cost estimate to fix the roof on their four-plex. The estimate they received was around \$500,000 to fix the four-plex roof. This estimate does not include architectural drawings or any contingency. Per the Modenas, they approached four contractors about the job and were told by each one that the job was not something the contractor would consider bidding on.

On October 24, 2018, the Modenas filed multiple exceptions:

- 1) An exception to the rule for submitting a request for exception prior to submitting an application for a new home.
- 2) An exception to the CPI increase of the home to increase the resale value of the home by the final cost to replace the roof on a per unit basis.
- 3) An exception to re-classify their deed restricted unit to go from a Category 2 to a Workforce housing unit or to allow their unit to sunset (and thus become a free market unit).

The Housing Manager denied these requests and the Modenas appealed to the Housing Authority Board. An appeal hearing was scheduled, but after more discussions, the appeal was dismissed without prejudice and a one-hour workshop with the HOA and Housing Authority Board was scheduled for December 18, 2018.

On November 1, 2018 the HOA received a letter from First Interstate Bank denying their request for financing to cover the cost of the roof repair, estimated at \$140,000 per unit. The letter states that the costs are too high, and the value of the deed restricted units does not benefit from the added investment.

On December 18, 2018 the Housing Authority Board and members of the HOA held a meeting after which, the Housing Authority Board agreed to “workshop” the issue at their next regularly scheduled meeting on January 2, 2019 with the goal of providing several options to the elected officials to consider as next steps.

#### January 2, 2019: Housing Authority Board Regular Meeting

At this meeting the Board discussed several different options, outlined below. Members of the HOA were present and available to answer questions. Keith Gingery was present as was Brad Flynt who represents the Modenas.

Information provided to the Board:

- The HOA does not have reserves to cover the costs of these repairs.
- It is impossible to be certain of the cost to repair the roofs at this time. Mr. Modena has submitted a quote from a contractor who according to Mr. Modena has indicated that they would NOT be willing to do the work. No other bids have been submitted by any contractors who are willing to do the work. The Homeowner’s Association has put out an RFP for an engineer and an architect to help them with design and a plan to move forward. The HOA has assessed each owner \$15,000 to be paid over three years. This is enough to cover the metal roofing or shingles to replace the outer roof, but not to replace the structure underneath. The HOA has also retained an attorney to advise them of their responsibility in this situation.
- The Housing Department is unaware of the HOA or any homeowner filing a claim with the insurance provider for the unit(s).
- In 2018, one of the market units sold for \$130,000 under asking price (which was \$679,000), based on info about the roof and the need for the new buyer to fix the roof.

Possible solutions discussed by the Board:

1. **Do nothing.** The Housing Authority has no liability. If units go to foreclosure, the Authority should purchase the units back, fix the roofs, change the restriction and re-sell to a qualified household.
2. **Increase the maximum resale price/change the restriction for permanently deed restricted units, purchase restrictions on other units.**
  - a. In this scenario, the JTCHA would increase the maximum resale price or change the restriction to a Workforce restriction for the permanently restricted units. If owners of these units were still unable to afford to fix their roofs, they would be required to sell their unit.
    - i. Increasing the max resale price shifts the cost to fix the roof to the next buyer.
  - b. For units with a sunset clause or that are already free market, if the homeowner could not afford the roof repair, JTCHA would purchase a permanent deed restriction on the unit for the cost of the roof repair. If the homeowner still could not afford to fix their roof, they will be required to sell.
3. **JTCHA financing/pay for with cost recovery.**
  - a. In this scenario, JTCHA would finance the cost of the roof repair for the 8 deed restricted units. The balance of the cost of the roof repair must be paid by the owner by the time s/he chooses to sell her/his unit.
  - b. JTCHA would purchase restrictions on any market or sunset clause units that cannot pay for cost of repair. If the homeowner still could not afford to fix their roof, they will be required to sell.

Possible solutions discussed and rejected by the Board or otherwise considered not viable:

1. **Remove deed restrictions.** The Housing Authority Board did not support this option.
2. **JTCHA Guaranty.** JTCHA guarantees the loan for the HOA (all 24 units) in exchange for restrictions on all 24 units. If an owner of a market unit pays the JTCHA back, then the restriction will be removed. All 24 homeowners will need to sign on to this. Likely not a viable option.
3. **Buy back, fix, and sell.** JTCHA forces all 8 deed restricted homeowners to sell their units. JTCHA then fixes the roofs and re-sells the units. The Housing Authority Board rejected this option.
4. **Buy back all 24 units, tear them down, and rebuild.** The Housing Authority Board rejected this option.
5. **Find the owners of the 8 permanently deed restricted units and the 3 units with restrictions that sunset in default of their special restrictions and force them to sell.** JTCHA then fixes the roofs and re-sells. The Housing Authority Board rejected this option.
6. **Change from one HOA for all 24 units to six HOAs (one HOA per 4-plex).** This could make getting financing to fix the roofs easier for some, but not all units.

Members of the HOA who attended this meeting stated that they would send out a questionnaire to their membership, polling them to see if any of these options were viable.

On January 3, 2019 a new option was suggested by members of the HOA: for owners of Affordable units who could not afford the roof repair, they could sell the unit to the JTCHA who would then fix the roof and rent it long-term to them. The Housing Authority Board did not consider this option as it was presented after their last meeting.

On January 16, 2019 the HOA held a meeting of its membership. The three “types” of homeowners – Affordable (permanently deed restricted), Sunset (deed restrictions that will expire), and Free Market – broke out into small groups to discuss the options presented by the HOA board. A summary of responses was provided to the Housing Department on January 22, 2019. Responses are as follows:

- Affordable homeowners stated that the options presented were “unpalatable” in their current form.
  - 3 of 8 owners said they could finance the roof repair with an equity increase equal to the cost of the roof repair. The other homeowners would still be unable to afford to fix their roofs.
  - Owners wanted to know what the exact valuation of their home would be before they could consider selling their unit; the range of purchase price to current value is too broad.
  - Owners wanted to know what the details on potential lease terms and pricing for their unit would be before considering a potential sale to the Housing authority and then renting long-term.
- Sunset homeowners were all willing to either replace the roof or sell on the free market after sunset. No owners were interested in selling a deed restriction at this time.
- Free market owners were all either willing to replace the roof or sell.

On January 29, 2019 the Housing Department became aware of another Melody Ranch Townhome that has been listed for sale. This unit, initially purchased for \$120,000 in 1997, is listed for \$729,000. When the listing realtor was asked about the roof issue, she provided the August 20, 2018 HOA meeting minutes that estimate the roof repair to cost around \$50,000. The Housing Department received a copy of the August 20, 2018 meeting minutes on January 30, 2019.

Also, on January 29, the Housing Department reviewed the Declaration of Protective Covenants for the Townhomes at Melody Ranch. In Article 11 (page 32) the documents states that the Management Committee (MC) has authority over everything if there is a big problem and that the MC is responsible for fixing the “disaster” promptly. If the “disaster” effects less than 1/3 of the homes, the MC can use insurance proceeds and assess the affected unit owners. If the “disaster” effects more than 1/3 of the units and more than half of the owners do not agree to fix, the MC shall sell the entire project. If the owners vote yes to fixing, then they are all to be assessed and must pay within 90 days.

In the situation before us today, we understand that the “disaster” effects more than 1/3 of the units. The MC (Board of Directors) has brought the issue to its membership and over half the owners have agreed to fix the roofs. There has been a \$15,000 assessment over three years, but that is nowhere near enough money to fix the problem as presented to us today.

On February 22, 2019 the Housing Authority Board received an opinion from the County Attorney, Keith Gingery concluding that since there has not been a fire or disaster and most of the units have shown no damage, a “catastrophic event” has not occurred. He further concluded that the HOA board can assess the property owners for repairs to the roof.

On March 5, the County Attorney received a letter of opinion from the HOA’s attorney, Frank Hess along with the Melody Ranch Townhome’s HOA insurance coverage book. The opinion concurred with Mr. Gingery’s.

On March 6, 2019 at their Regular Meeting, the Housing Authority Board revisited the Melody Ranch Townhomes. The MRT HOA board was present. They provided answers to the following outstanding questions:



**1. What is the actual cost of fixing these roofs?** The HOA Board indicated that they received no responses to their RFP for Architectural and Engineering services, so they hired Mill Iron Timberworks, Y2 Consulting, and Blue Sky Insulators to provide architectural, engineering and contracting services to design a scope of work and provide a bid on the project. A bid and timeline for the full replacement project should be available within the next 30 days.

**2. How do we know if all the roofs are affected?** The HOA referred the HAB to the report from Buchko Structural Engineering LLC stating that the roofs were built incorrectly with improper materials and that *"It is reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex."* The HOA also indicated that they are pursuing a scope of work to do core testing on all of the units. This will add cost to the project, but they feel it is worth doing to be certain all the roofs require replacement.

**3. Were the buildings originally built to code? Is it absolutely a certainty that at the time of construction the wrong materials were used?** The HOA's attorney, Frank Hess responded as follows: *Unless the Housing Authority is going to make it a condition of assisting the HOA, researching whether the buildings were built to code and proper materials used will not be productive. The County Planning Office would have approved the plans and the County Building Inspector presumably would have at least given a cursory inspection. It is highly doubtful anyone will find a "smoking gun". We (HOA, JTCHA, and County) should all be able to rely on Buchko Structural Engineering's report that the roofs are on the verge of destruction. Their dire condition has been confirmed by a number of the owners and simply isn't in dispute. Hopefully TCHA will agree that it really doesn't matter whether the roofs were built to code or properly inspected; they are collapsing just the same.*

*As these units are over 20 years old, we are well past any statute of limitations to legally recover from any supplier, contractor, sub-contractor, or agency. At this juncture the solution is to look forward how to fix the roofs and keep the owners in their houses.*

**4. What is the obligation of the Housing Department to enforce maintenance on the homes?** County Legal's response to this question is: *The enforcement would come at the time of sale, through the process of holding funds in escrow for repairs. Neither the restrictions or the Rules and Regulations permit the Housing Department to enforce maintenance prior to a homeowner desiring to sell their home.*

The Housing Authority Board asked the HOA to provide a plan in writing about how they will move forward and for the timeline to get a bid proposal on costs to complete the work. This item will be revisited at the next Regular Meeting on April 3<sup>rd</sup>, 2019. The HOA was informed that no recommendation will be made to the JIM without all the questions being answered, and all information in hand. It was agreed that the Housing Authority would focus on finding a way to help only the eight permanently deed restricted unit owners.

Based on discussions with the Housing Authority Board thus far, staff is recommending the following options be presented to the JIM with a recommendation from the Housing Authority Board for one of the options. At the time of this memo, the Melody Ranch Townhomes HOA has not given us the bid amounts, a timeline, or a written plan moving forward (plan to assess an amount to the owners etc.)

**Option 1. Change the units from Affordable to Workforce Housing and raise the value of their home to meet the bid amount. Home values would be \$XXX for a three bedroom and \$XXX for a two bedroom.**

This option would require the owners to get their own private financing. If they are unable to get or afford financing, they would need to sell their home. The Housing Department would hold the funds from their sales proceeds to repair the roofs. In this option, the owners are being made whole without spending public funds, and without a foreclosure situation.

**Key Issues:** The units may be difficult to sell if people know they are going to have to move out for 3 months while the roofs get fixed. Some owners may not be able to afford to get financing at the higher value. They may have to sell their home, however, they would still be made whole and would avoid the potential of foreclosure. The cost to fix the roof is being passed on to new owners if the home sells. The units will be lost to the Affordable Program but will be permanently restricted for the workforce.

**Option 2. Change the units from Affordable to Workforce Housing and raise the value of their home to meet the bid amount. Town/County will provide financing to the owners.** This option would finance the repairs for the owners with no payments for a period of time (eg. 20 years max). Town and County could charge interest to make up for lost bank interest. The money would be paid back at resell of the unit.

**Key Issues:** This would cost the public a total of \$XXXX, which would be held up for potentially 20 years and is money that could be going toward additional restricted housing. Owners in other developments will expect the same type of help. The units will be lost to the Affordable program but will be permanently restricted for the workforce.

#### **ATTACHMENTS**

- June 6, 2018 Buchko Structural Engineering Inspection Memo
- July 2, 2018 Letter to HOA from Teton County Attorney's Office
- August 20, 2018 HOA annual meeting minutes
- October 19, 2018 cost estimate for a four-plex roof repair
- November 1, 2018 letter from First Interstate Bank denying the HOA request for financing of roof repair
- January 22, 2019 Melody Ranch Townhome HOA survey response summary
- Declaration of Protective Covenants for the Townhomes at Melody Ranch

#### **LEGAL REVIEW**

This issue has been reviewed by Keith Gingery and John Graham from the Teton County Attorney's Office.

# ***Buchko Structural Engineering LLC***

P.O. Box 7751  
Jackson, WY 83002  
(307)-413-5727

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Project No. 1805-1

June 14, 2018

Melody Ranch Townhouses HOA  
c/o New West Property Management  
P.O. Box 1001  
Jackson, WY 83001

ATTN: Lee Jennings

RE: Melody Ranch Townhouses HOA - Exposed Panel Inspection below Metal Roofing

Dear Mr. Jennings:

As requested a second inspection was performed on an exposed section of roof Structural Insulated Panels (SIP) on June 6, 2018. The exposed roof was on the south facing pitch of Unit 790 where the metal roofing was removed by Fortress Roofing. Greg Buchko from Buchko Structural Engineering and Wyatt Buckland from New West Property Management were on site at the time of the inspection. The section of removed roofing exposed the roofing paper from the eave to the ridge. A section of the roofing paper was then removed to expose the horizontal joint above the glulam beam. The following is a summary of the findings.

## Inspection Findings

Generally, the conditions observed were similar to those noted on the previous inspection of the SIP panels beneath the shingled roof. There was visible sagging in the longitudinal direction above and below the horizontal joint above the interior glulam beam (See Photograph 1). There was no splined connection or diaphragm nailing across the joint. Yellow spray foam is visible in the joint in place of the spline. There was significant corrosion on the panel fasteners and blackened plywood around the fasteners and on the lower side of the joint, indicating that there is moisture vapor passing through the joint. The area exposed was not extremely wet at the time of the inspection like the area under the shingled roof. This is most likely due to the raised ridges of the metal roofing providing some amount of ventilation. There were no washers used on the fasteners as used on the other inspected roof area and on Insulspan recommended construction details. One fastener head was sunk through the plywood and another was protruding above the top surface (See Photographs 2 and 3).

It was also noted that there were a number of screws backing out of the metal roofing. This was especially evident at Unit 765 where sagging of the panels was also observed. The cause of the screws backing out is uncertain, but it could be caused by thermal expansion and contraction of the roofing sheets, freeze thaw cycles, moisture and ice exposure over time. OSB is softer than plywood and after the screws back out they are more likely to back out again after retightening. This problem should be referred to a professional roofer experienced with this issue, who may have recommendations for a solution.

## Conclusions

Due to the conditions noted on the horizontal joint, it was determined that removing additional roofing to expose a longitudinal joint would not be necessary. Our conclusions and recommendations are similar to those in our May 26, 2018 report.

The observed roof conditions appear to result from improperly specified panels and/or poor construction methods. Improperly sealed joints allowing moisture migration, improper joint connections, and omitted diaphragm nailing are improper SIP construction methods. That the condition is less pronounced on the buildings with metal roofs is likely the result of the metal ridges providing some ventilation. It is reasonable to expect that the roof was designed and constructed in a similar manner throughout the complex.

Due to the deficiencies noted during this inspection, we are recommending that the roof panels be replaced with new panels or removed and replaced with a new system of conventional roof framing. Simply covering the roof with new sheathing is not a viable option as the panels and their connections are not structurally adequate to accept any additional load, and if they remain in place they will continue to absorb additional moisture and deteriorate over time. To support the required Teton County snow loads and meet International Building Code requirements we have determined that replacement is the only feasible alternative.

Please do not hesitate to call if you have any questions.

This investigation was limited to one specific area of the roof over one unit. A complete building structural inspection and/or structural analysis is beyond the scope of this investigation and is not intended nor is implied. Hidden defects could exist that were not visible at the time of this investigation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory J. Buchko', written in a cursive style.

Gregory J. Buchko, PE  
Structural Engineer

Encl. Photographs



Photograph 1 – Area of removed roofing for inspection. Note visible sagging of the roofing.



Photograph 2 – Fastener corrosion, blackened sheathing, and no spline or diaphragm nailing. Spray foam insulation visible in joint. Bottom left fastener sunk through the plywood.



Photograph 3 – General view of inspected area.



OFFICE OF THE  
COUNTY AND PROSECUTING ATTORNEY  
TETON COUNTY, WYOMING

STEPHEN E. WEICHMAN, COUNTY AND PROSECUTING ATTORNEY

Criminal Division  
CLARK C. ALLAN  
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BRIAN E. HULTMAN

Civil Division  
KEITH M. GINGERY  
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TELEPHONE 307.733.4012  
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July 2, 2018

Melody Ranch Townhomes Homeowner's Association  
c/o Carrie Geraci  
P.O. Box 1416  
Jackson, WY 83001  
*Via Email Only:* [carrie@jhpublicart.org](mailto:carrie@jhpublicart.org)

Dear Melody Ranch Townhomes Homeowner's Association:

The Teton County Attorney's Office represents the Jackson/Teton County Affordable Housing Department (Housing Department). The Housing Department has brought to my attention the association's concerns about structural issues, specifically alleged roof failures of townhomes within the Melody Ranch Townhomes Development as described in Plat #909.

Teton County did not design, develop, or construct the Melody Ranch Townhomes. Teton County does not own any of these townhomes. Therefore, neither Teton County nor the Housing Department has any legal obligation in these matters which are solely of a private nature. Based on the foregoing, Teton County and the Housing Department will not be monitoring or taking any action on the structural concerns or "roof failures" for any of these townhomes.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin E. Weisman".

Erin E. Weisman  
Deputy County Attorney

cc: Stacy Stoker, Housing Department

[keith@tetoncountyattorney.com](mailto:keith@tetoncountyattorney.com) • [erin@tetoncountyattorney.com](mailto:erin@tetoncountyattorney.com) • [clark@tetoncountyattorney.com](mailto:clark@tetoncountyattorney.com)  
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P.O. Box 4068, 180 South King St., Jackson, Wyoming 83001

**Melody Ranch Townhomes  
Homeowners Association**

**ANNUAL MEETING**

**August 20, 2018  
6:00 – 8:00 PM**

**Upstairs Meeting Room at Jackson Whole Grocer**

**Meeting Agenda**

Welcome & Establish a Quorum (6)

Waive or Read 2017 Annual Minutes and Approve

Financial Report

Review 2017 - 2018 Actual vs. Budget

Review and Approve 2018-2019 Budget

New Business

Roofing:

Engineering/Bidding

Payment Options

Owner Concerns – Open Discussion

Election of Board Members

Current Board Members are:

Brandy Larson - President

Gil Denis – Vice President

Carrie Geraci – Secretary

Lisa Holmes – Treasurer

Pete Kendzior – Member at Large

Adjourn



**MELODY RANCH TOWNHOMES HOA**  
**C/O K2 MANAGEMENT & REALTY**  
**PO BOX 1001**  
**JACKSON, WY 83001**  
**733-8604**

**ANNUAL MEETING MINUTES**

**AUGUST 29, 2017**

**5:30 PM**

**MELODY RANCH TOWNHOMES COMMON AREA**

Owners present: Scott & Donna Barrett, Nate Bianchin, Gil Denis, Monica Fourre, Carrie Geraci, Scott & Lauri Harris, David Hodges, Lisa Holmes, Michelle Linville, Bruce Johnston, Pete Kendzior, Joe & Brandy Larson, Tiffany Luke, William McCarter, Brian Modena, Christanto and Elena Morales, Sue Morgan, Karen O'Connor, Adam Meyer, Lawrence Stordahl.

Owners represented by proxy:

Susan Bullock – to Gil Denis

Ann Kelly – to Sue Morgan

Also present: Linda Hazen, property manager with K2 Management & Realty

With 22 owners represented either in person or by proxy, a quorum (6) was established.

President Brandy Larson called the meeting to order at 5:40 pm.

It was motioned and seconded to waive reading of the 2016 meeting minutes and approve them. The motion carried.



## **FINANCIAL REPORT**

Linda Hazen reviewed the Financial Report. At the end of the 9/1/2015-8/31/2016 Fiscal Year, the HOA showed a profit of \$6,790.06. For the current Fiscal Year, which is 9/1/2016 – 8/31/2017, the HOA is showing a loss of -\$5,296.44. This loss is due to the needed roof replacement on units 789 and 727 Wind River. The cost for 789 Wind River was \$13,563.16, and cost of 727 Wind River was \$15,858.58. Snow removal expenses were also over budget by \$2,894.00. Due to the heavy snow last winter, funds in the amount of \$850 were spent to have some roofs shoveled. This is an expense the HOA doesn't normally incur, but due to the extreme snows it was necessary to have done. It was pointed out that some owners shoveled their own roofs. Plowing costs exceeded the budgeted amount of \$2,400.00. Due to Budget constraints, building painting was put off for this fiscal year and delayed until the upcoming fiscal year. The upcoming painting for building 722-728 will be paid for in September. Tree removal has also not been addressed. Bruce Johnston expressed concern about the large cottonwood tree across from his house and volunteered to have it removed at his expense. Funds had been budgeted to move into the Money Market account, but because of the shortfall, this will not be possible.

As of August 29, the balance in the checking account is \$45,567.26. The balance in the Money Market account is \$19,314.83. Total funds available is \$64,882.09.

## **ROOF ISSUES**

Gil Denis explained the issues that came up with the roofs. Last winter, some of the metal roofs that slid took out vents that needed repairing. The valleys on the metal roofs are damaged and need repairing. Some of the units have leaking inside. The shingled roofs have problems with the panels that are underneath the shingles. Those panels are plywood with a layer of foam in between. The top layer of wood has come unglued over time, and the foam has shrunk from heat. The result is the bearing load of the roof is weakened and structurally compromised. This has happened on the south facing roofs. It is unknown how many roofs are affected until the shingles are torn off and the wood layer examined.

Gil has consulted with two engineering firms so far, to come up with solutions to the problem. He has talked with engineers with Y2 Consultants, and GNS Engineers. So far, there are 3 options:



1. Rip the entire roof off the unit and rebuild the roof completely. This requires the owner to move out of the unit until the project is completed. The cost is approximately \$50,000 per unit.
2. Build a sub-structure over the existing roof. This option would cost approximately \$25,000 - \$30,000 per unit.
3. This option is the same as Option 2, but would address only the damaged areas of the roofs – which is mostly the south sides of the roofs. The north sides of the roofs should be ok. The north sides of the roofs will still need replacement at some point soon. The cost of this Option can't be determined at this time, as the extent of the damage is unknown until the roofs are investigated further.

Metal roofs should be ok. It is the hope that they don't need replacement any time soon. Garages or porches should not need replacement soon.

Owners were urged to be proactive and make a plan for upcoming replacement. Roof replacement has been on the meeting agenda for many years with no action taken.

There are many damaged valleys in the metal roofing sections which leads to inside leaking. It was motioned and seconded to repair the valleys. Finding contractors to do the work is a challenge. Owners with leaks should contact Linda at K2 Management.

A Special Assessment for roof replacement was discussed. The Board suggested an amount of \$15,000 per unit. This amount would be adjusted if necessary as time goes on and the cost is higher. The Board has instructed Linda to set up a separate bank account at First Interstate Bank, which is to be designated for roof replacement funds only. When owners pay on their Special Assessment, those monies will be deposited into this account. Terms of the Special Assessment were discussed at length. Under the CC&R's, it is the HOA's responsibility for exterior maintenance. This maintenance also keeps property values up. It was well pointed out that a \$15,000 assessment will put a financial burden on owners. The concern is accumulating enough monies in the replacement fund to pay for immediate replacement needs, especially if we have a winter like the last one. Structural failures will be an immediate need and monies will have to be paid out of general operating funds if there is a shortfall in the replacement fund. The building



painting that is on the schedule will be paid for in September, which will bring the general operating fund balance down further. The option of the HOA taking out a loan for roof replacement was discussed. This loan would be for replacing all the shingled roofs at one time. Linda gave an example of terms of what such a loan could be. The example loan would be paid at 4.99% interest over a period of 6 years and owners would have the option of paying their portion of the loan off early rather than paying a monthly Special Assessment amount. Other options for paying the Special Assessment are owners taking out their own home improvement loans, a personal loan, or possibly refinancing their mortgage. The Board will continue to gather research from engineers and roofing contractors, and getting bids. They are working to finding the best possible solution to the problems, at the best price. Local roofing contractors are three years out in booking work. Structural engineers who can advise with the issues are equally as busy. The goal for imposing the Special Assessment is to start building funds and have monies in place to meet immediate replacement needs and eventually replace all shingled roofs. The metal roofs may need replacing at some point in time as well.

It was motioned and seconded that a \$15,000 Special Assessment be imposed, which can be paid over a period of three years. Owners must pay at least \$5,000 per fiscal year, which is due by August 31, of that fiscal year. Each owner must pay at least \$5000 by August 31, 2018, \$5,000 by August 31, 2019, and \$5000 by August 31, 2020. It was discussed that if an owner should sell his unit during this time period, any unpaid balance of the Special Assessment will be paid by the seller at closing. Carrie volunteered to talk to the Housing Department to see about getting a higher value from them on those homes with new roofs. A vote was taken, and the motion carried.

### **2017-2018 BUDGET**

The Budget for the upcoming fiscal year was discussed. It was presented with a HOA Dues increase to \$275 per month. The Budget includes \$21,000 for building painting, \$5,000 for roof repairs (repairs only) and \$1,000 for roof shoveling. After expenses, the Budget reflects a \$5,037 net income. Tiffany made a motion to increase the current HOA Dues to \$275 per month, and was seconded. The motion carried. Brandy made a motion to approve the 2017-2018 Budget, and was seconded. The motion carried.

## **BOARD ELECTIONS**

Since no one else volunteered to serve on the Board, the current members agreed to continue to stay. Scott Harris made a motion to keep the members the same, and was seconded. The motion carried. Current Board members are:

Brandy Larson, Gil Denis, Carrie Geraci, Lisa Holmes, Tiffany Luke, Pete Kendzior.

## **OPEN DISCUSSION**

Cristanto Morales reported water in his crawl space from sprinklers. Gill will make the adjustments.

With no other business to discuss, a motion was made and seconded to adjourn. The meeting adjourned at 7:30 pm.

Respectfully submitted,

Linda Hazen, Property Manager  
Melody Ranch Townhouses HOA



Melody Ranch Townhouses Budget  
Fiscal Year 9/1 - 8/31

	9/1/16- 8/31/17	2017-2018 BUDGET	2017-2018 PROJECTED	17/18 Variance	2018-2019 BUDGET
Income	\$250	\$275			<del>-\$275</del> 300
Dues per month					
Homeowners Dues	\$72,000.00	\$79,200.00	\$79,200.00	\$0.00	\$79,200.00
Interest	\$21.29	\$10.00	\$20.37	\$10.37	\$10.00
Late Fees	\$75.00	\$80.00	\$37.31	-\$42.69	\$40.00
Water/Sewer	\$2,153.20	\$2,200.00	\$2,045.80	-\$154.20	\$2,300.00
Total Income	\$74,249.49	\$81,490.00	\$81,303.48	-\$186.52	\$81,550.00
Expenses					
Bank Service Charges					
Filing Fees	\$25.00	\$25.00	\$25.00	\$0.00	\$25.00
Groundskeeping:					
Spring/Fall Cleanup	\$3,363.25	\$3,500.00	\$2,805.00	\$695.00	\$3,000.00
Fertilize/Pest Control	\$1,212.00	\$1,200.00	\$1,212.00	-\$12.00	\$1,250.00
Mow/Trim	\$5,694.00	\$6,000.00	\$5,775.00	\$225.00	\$6,000.00
Repairs & Grounds - Denis		\$500.00	\$500.00	\$0.00	\$250.00
Sprinklers & Valves	\$135.00	\$400.00	\$1,112.52	-\$712.52	\$400.00
Trees		\$2,000.00	\$933.20	\$1,066.80	\$1,000.00
Total Groundskeeping	\$10,404.25	\$13,600.00	\$12,337.72	\$1,262.28	\$11,900.00
Insurance	\$11,961.24	\$11,968.00	\$12,635.30	-\$667.30	\$13,393.42
Management Fees	\$4,140.00	\$4,140.00	\$4,140.00	\$0.00	\$7,200.00 600/mo
Additional Management Fees		345/mo	\$1,500.00	-\$1,500.00	
Postage & Delivery	\$93.59	\$150.00	\$140.45	\$9.55	\$100.00
Accounting	\$170.00	\$200.00	\$170.00	\$30.00	\$200.00
Repairs/Painting	\$2,189.87	\$21,000.00	\$11,351.52	\$9,648.48	\$11,500.00
Driveway Sealing					\$15,000.00
Roof Repairs	\$1,448.81	\$5,000.00	\$367.89	\$4,632.11	\$1,000.00
Professional Fees - Engineer			\$2,700.00	-\$2,700.00	
Roof Major Repairs	\$13,563.16		\$3,450.00	-\$3,450.00	
& Assessment of damage	\$15,858.58		\$2,758.75	-\$2,758.75	
Snow Removal					
Plowing	\$4,444.00	\$4,500.00	\$1,272.50	\$3,227.50	\$4,500.00
Shoveling	\$850.00	\$1,000.00		\$1,000.00	<del>-\$985.00</del> 0
TOTAL Snow Removal	\$5,294.00	\$5,500.00	\$1,272.50	\$4,227.50	\$5,485.00
Storage Rent	\$120.00	\$120.00	\$120.00	\$0.00	\$120.00
Office Supplies	\$227.75	\$250.00	\$188.60	\$61.40	\$200.00
Taxes - Property	\$751.50	\$800.00	\$751.50	\$48.50	\$800.00
Trash Removal	\$11,886.00	\$11,500.00	\$11,768.00	-\$268.00	\$11,988.00
Utilities: Water	\$2,425.26	\$2,200.00	\$2,045.80	\$154.20	\$2,300.00
Total Expense	\$80,559.01	\$76,453.00	\$67,723.03	\$8,729.97	\$81,211.42
Net Income	-\$6,309.52	\$5,037.00	\$13,580.45	-\$8,916.49	\$338.58
Less: Funds to Reserve		\$7,920.00	\$7,920.00		\$7,920.00
Net Income		-\$2,883.00	\$5,660.45	-\$8,916.49	-\$7,581.42
Checking Balance		\$62,455.47	7/31/2018		
MM Balance		\$19,334.52	7/31/2018		
S/A Roof Fund		\$30,006.18	7/31/2018		
Total Funds		\$111,796.17			



CODE	ITEM	QTY	UNIT	UNIT COST	TOTAL	COMMENTS
01000	Preconstruction Services				\$0	Included in Bid
01001	Blueprints (Bid and Shop Drawings)	1	LS	\$500	\$500	Allowance
01002	Survey	1	LS	\$0	\$0	
01003	Cleaning Labor	1	ea	\$0	\$0	Included in Labor
01004	Final Cleaning Service	6	LS	\$500	\$3,000	Included on Cost Sheet
01005	Window Cleaning Service	6	LS	\$100	\$600	Included on Cost Sheet
01006	Cleaning Supplies	1	LS	\$0	\$0	
01007	Job Office (Trailer)	1	LS	\$0	\$0	
01008	Mobilization / Demobilization	1	LS	\$2,000	\$2,000	
01009	Roll Off Dumpsters	8	ea	\$1,200	\$9,600	
01010	Dumpsters	18	ea	\$0	\$0	
01011	Site Security			\$0	\$0	If Requested
01012	Gradall (2 EA)	3	Mnths	\$3,600	\$10,800	
01013	Crane Charges	1	LS	\$0	\$0	
01014	Tools & Supplies	1	LS	\$0	\$0	Misc Consumables
01015	Safety Supplies	1	LS	\$0	\$0	
01016	Cell Phones	18	Mnths	\$0	\$0	
01017	Fax/Copier/Computer	18	Mnths	\$0	\$0	
01018	Mail / UPS / Postage	18	EA	\$0	\$0	As Needed
01019	Job Office Supplies	1	LS	\$0	\$0	
01020	Winter Conditions (as needed)	1	LS	\$0	\$0	Allowance- As Needed
01021	Temporary Fencing	1	LS	\$0	\$0	Basic Construction Fencing
01022	Temporary Toilets	3	Mnths	\$800	\$2,400	
01023	Temp Water for Site			\$0	\$0	
01024	Signage	1	LS	\$0	\$0	
01025	Power Consumption			\$0	\$0	By Owner
01026	Temporary Heat	1	LS	\$0	\$0	
01027	Temporary Lights			\$0	\$0	
01028	Temporary Power	1	LS	\$0	\$0	Power Panel
01029	Temporary Fire Extinguishers	4	Ea	\$0	\$0	
01030	Pumping and Dewatering			\$0	\$0	As Needed
01031	Snow Removal	1	LS	\$0	\$0	Allowance- As Needed

01032	Testing and Inspection				\$0	If Requested
01033	Permit & Expediting				\$0	If Requested
01034	Builder's Risk Insurance	6	400		\$2,400	By Owner- Construction Listed as Additionally Insured.
				TOTAL COST	\$31,300	



BUDGET ESTIMATE

#	Description of Work	Budget Est.	%	Sq. Ft.	Notes
1	General Conditions	\$ 31,300	7.0%	\$ 6.96	PLEASE SEE ATTACHED GENERAL CONDITIONS
2	Exterior Carpentry Labor	\$ 12,000	2.7%	\$ 2.67	INSTALL FACIA, DRIP EDGE, EXTERIOR PROTECTION, ECT.
3	Materials	\$ 180,000	40.0%	\$ 40.00	SIPP PANELS, FACIA, FASTENERS, ECT.
4	Framing Labor	\$ 120,400	26.8%	\$ 26.76	SET SIPP PANELS, FRAMING, DEMO
5	Roofing	\$ 39,000	8.7%	\$ 8.67	ASPHALT SHINGLES, WATERPROOFING
6	Sheetrock - Interior	\$ 18,500	4.1%	\$ 4.11	INSTALL DRYWALL, TAPE, MUD - SKIP TROWEL FINISH
7	Painting - Interior + Exterior	\$ 12,480	2.8%	\$ 2.77	PRIME AND 2 COATS ON CEILING. STAIN FACIA.
8	Flashing	\$ 4,500	1.0%	\$ 1.00	INSTALL FLASHING
9	Project Manager	\$ 31,500	7.0%	\$ 7.00	
10	Subtotal	\$ 449,680	100%	\$ 99.93	
11	O.H. & P 10%	\$ 44,968	10%	\$ 9.99	
12	Contingency	\$ -	\$ -	Discuss 2%	
13	Total	\$ 494,648		\$ 110	

#	Items not included
1	Job Site Electrical Power - Provided by Owner
2	Landscaping, Irrigation, Boulders
3	Fire Sprinklers
4	Lower Valley Energy Fees
5	Builders Risk
6	Asphalt/Chip Seal





November 1, 2018

Melody Ranch Townhomes, HOA  
Jackson, WY 83001

Dear members of the board,

As you know, First Interstate Bank has been the leading area lender with regards to affordable housing for over 15 years. We at First Interstate Bank take great pride in coming up with lending solutions for affordable housing.

It is with deep regret that I am unable to find a lending solution to the situation you find yourselves in today. With the severe structural inadequacies in your roof systems that you have described, and the high cost of repair that you have reported to me as \$140,000 per unit, it just does not seem probable that First Interstate Bank would be able to help with a loan to make these repairs.

There are several reasons that I will try to explain here as to why this loan does not seem possible given the current state of affairs.

1. Deed Restrictions: Based upon the deed restrictions on a number of the units, the value of that unit does not benefit from the added investment.
2. Assessment amount: Our standard term on an HOA loan is usually 10 years. If the assessment for each owner is \$140,000 as you have reported, a 5 year adjustable rate of 6.36%, would result in a monthly payment per unit around \$1,600/month. Based on a review of mortgage filings in your HOA, the average mortgage is around \$125,000 which would result in an average mortgage payment of around \$650/ month. By virtue of the deed restrictions on the units, it is unlikely that the owners would qualify individually for additional loans of \$140,000 each based on the resulting \$1600 per month payment that would be the result of such a loan.
3. Given the above, in my opinion it is not reasonable to expect the 24 owners to be able to make an additional \$1600 per month payment. Adding to the risk, and because of how an HOA works, if several of the owners were to default on their assessment, the other owners would be required to increase their assessments to make the payment, which would add that much more likelihood of additional defaults.

I sincerely hope that you are able to find a solution that is tenable to all of the owners.

Sincerely,

A handwritten signature in blue ink that reads 'Frank P. Lyons'.

Frank P. Lyons  
Vice President

**First Interstate Bank**  
Albertson's Office  
105 Buffalo Way  
P.O. Box 11095  
Jackson, WY 83002-1095  
307-732-7932

**First Interstate Bank**  
Main Office - 842 W Broadway  
Office Building - 802 W Broadway  
P.O. Box 11095  
Jackson, WY 83002-1095  
307-734-7373  
[www.firstinterstatebank.com](http://www.firstinterstatebank.com)

**First Interstate Bank**  
Town Square Office  
120 E Broadway  
P.O. Box 11095  
Jackson, WY 83002-1095  
307-732-7883

**Unit #** \_\_\_\_\_

**Deed Restricted Owners:** You live in a permanently deed restricted unit.

- Move out, Sell home - The housing authority would purchase the unit for somewhere between the purchase price and the current value and of the home. Housing Authority would fix the roof and sell the unit through the housing lottery.
- Stay in home, can afford roof repair - You can afford \$140,000 increase in your mortgage / debt service if you were able to increase the max resale price of your home / re-categorize the restriction on your home by at least the cost to repair the roof.
- Stay in home, cannot afford roof repair - Sell unit to the housing authority for somewhere between current value and purchase price of the home, the Housing Authority would fix the roof and turn the unit into a rental unit.

**Sunset Clause Owners:** Your unit has a future sunset clause but your deed restriction has not yet sunset.

- Move out, Sell home - Housing Authority will buy back your deed restriction for roughly the cost of roof repair - and you can sell the unit as a workforce unit - \$450K ( + / - 50K ) range
- Stay in your home, cannot afford roof repair - Housing Authority will buy back your deed restriction for the cost of roof repair - and you can sell the unit in the future as a workforce unit - \$450K ( + / - 50K ) range
- Stay in home, can afford roof repair - you can afford the increased debt service and will refinance home to pay for roof without impacting the max resale value of your home before the sunset clause takes effect.

**Free Market Owners:** You purchased your home on the free market or your home has sunset and is now free market.

- Move out, Sell home - You can attempt to sell your unit on free market - \$540K range with a seller hold back for the cost to fix the roof.
- Stay in your home, cannot afford roof repair - Housing Authority would likely buy back your deed restriction for cost of roof - and you can sell the unit in the future as a workforce unit - \$450K ( + / - 50K ) range.
- Stay in home, can afford roof repair - you can afford the increased debt service and will refinance home to pay for roof repair.

**January 22, 2019**

**Melody Ranch HOA survey response summary.**

After a Melody Ranch Townhomes Homeowners Association roof update meeting on 1/16/19 with 24 residents in attendance and a majority of units represented, the HOA Board informed residents on recent meetings with the JTCAHD and outlined some of the brainstormed options developed in and after the 1/2/19 JTCAHD board meeting. After outlining the most recent facts, to facilitate the conversion, we broke into the three ownership category groups to discuss relevant financial possibilities. Below is a summary of each group.

**Permanently Deed Restricted Owners:**

The options presented to the deed restricted owners are unpalatable in current form. If owners were to consider selling their unit they would need an exact valuation of their home; the range of purchase price to current value is too broad. When polled about ability to finance the roof repair with an equity increase equal to the cost of the roof repair, only three of eight owners stated they thought they could afford the additional debt service required to fund roof replacement. The option of selling the unit to JTCAHD and turning it into a long term rental would require clear details on potential lease terms and pricing.

**Future Sunset Owners:**

Owners are willing and can afford the roof replacement or will sell the home on the free market after sunset. No owners are interested in selling a deed restriction at this time.

**Sunset Owners:**

Owners are willing and can afford the roof replacement or will sell the home on the free market with disclosed roof concession for another owner to fund roof replacement. No owners are interested in selling their deed restriction at this time.

**Free Market Owner:**

Willing and can afford the roof replacement.

**HOA Board Summary:**

Generally, the only way the HOA board foresees this roof repair project for 24 homes across six separate buildings moving forward is if the JTCAHD becomes involved in financing the structural roof replacement and re-coups the investment upon the sale of the home. Since five out of six buildings include a

permanently deed restricted unit, there is no way to move forward without a plan for funding the replacement of these deed restricted roofs. The remainder of owners will fund roof replacement or sell.

AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS  
THE TOWNHOMES AT MELODY RANCH

- I. Pursuant to the authority granted by Article XII, Section 12.2 of the Declaration of Protective Covenants, Conditions and Restrictions for the Townhomes at Melody Ranch (The Declaration) recorded in the Office of the County Clerk for Teton County, Wyoming as Doc.# 0443086 Book 336 Page 1055-1116, recorded July 3, 1997, No-Pro Housing, a Wyoming Non-Profit Corporation, the Owner of all of the Lots, contained within the Melody Ranch Townhomes First Filing (the Subdivision), hereby declares that all of the lots and common area of The Subdivision, according to the plat thereof filed in the Office of the County Clerk for Teton County, Wyoming as Doc.# 0443080 Book 2 Maps Page 23 filed at 2:29 p.m. July 3, 1997 Plat #909, shall be held, sold and conveyed, subject to the following additional easements, restrictions, covenants and conditions, which shall be both a burden and a benefit to all of the property in The Subdivision, which shall be binding on all parties having any right, title or interest in The Subdivision or any part thereof, their heirs, successors and assigns, which are made for the purposes of protecting the value and desirability of the real property and the improvements located thereon and of clarifying and amplifying the provisions of The Declaration, and which shall be effective as of July 18, 1997 and shall apply to all lots within The Subdivision, regardless of whether such lots were conveyed by the Declarant before or after the execution and recording of these Amendments.

Except for those provisions of The Declaration which are herein specifically altered, amended or repealed, all of the provisions of The Declaration remain in full force and effect.

RELEASED	<input type="checkbox"/>
INDEXED	<input type="checkbox"/>
ABSTRACTED	<input type="checkbox"/>
SCANNED	<input type="checkbox"/>

AMENDMENT NO. 1

ARTICLE 11 - INSURANCE, MORTGAGES AND RECONSTRUCTION,  
SECTION 11.1 - INSURANCE, SHALL BE AMENDED TO READ AS FOLLOWS:

II.

Article 11 - Insurance, Mortgages and Reconstruction  
11.1 Insurance

The Owners shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the direction of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows, exterior walls, roofs, decks and porches and to the elements or materials comprising a part of the units. The insurances shall be carried in individual policy form naming the

Grantor: NO-PRO HOUSING  
Grantee: THE PUBLIC  
Doc 0444559 bk 337 pg 769-771 Filed at 4:00 on 07/23/97  
Teton County Clerk fees: 18.00  
V Jolynn Coonce, Teton County Deputy  
By LANI KAI MATTHEWS

Owners as the insured, which policy or policies shall contain a standard non-contributory mortgage clause in favor of the first mortgagee, the maximum deductible shall conform to WCDA regulations where applicable, and a noncancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested such notice of the insurer.

The association may at its sole discretion obtain and maintain an additional blanket policy on all of the units conforming to the provisions set out above, naming the Management Committee the insured, as attorney-in-fact for all unit owners at their common expense.

The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project of any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible.

All insurance policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing, and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers above given, to purchase and maintain such insurance, and remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interests may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

DATED this 18th day of July, 19 97

No-Pro Housing, a Wyoming Nonprofit  
Corporation

By:

Eugene Geritz, President

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )

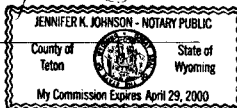
The foregoing instrument was acknowledged before me by Eugene Geritz as President of  
No-Pro Housing, a Wyoming Nonprofit Corporation, this 18<sup>th</sup> day of July, 1997.

Witness my hand and official seal.

Jennifer K. Johnson  
Notary Public

My commission expires:

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )





**SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE TOWNHOMES AT MELODY RANCH**

This Second Amendment to the Declaration of Protective Covenants for The Townhomes at Melody Ranch ("Second Amendment") regulating and controlling the use and development of certain real property known and described as The Townhomes at Melody Ranch, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 3, 1997 as Plat No. 909, Doc. # 0443080 Book 2 Maps Page 23, is made by the Townhomes at Melody Ranch Homeowners Association ("the Association"), a Wyoming non-profit corporation, of 727 Wind River Lane, Jackson, Wyoming, hereinafter referred to as "Declarant" and is made to be effective as of the date of approval by sixty-seven percent (67%) of the votes in the Association and upon the recording of certified copies of Affidavits of Acknowledgment, Approval and Acceptance of Covenant Amendments with the Teton County Clerk, Teton County, Wyoming. This Amendment to the Declaration of Protective Covenants for The Townhomes at Melody Ranch (the "Declaration") shall amend that Declaration dated June 27, 1997 and recorded July 3, 1997 as Doc. # 0443086 in Book 336 of Photo, page 1055 to 1116, in the Office of the Teton County Clerk, Teton County, Wyoming and that Amendment to Declaration ("First Amendment") dated July 18, 1997 and recorded July 23, 1997 as Doc. # 044559 in Book 337 of Photo, page 769 to 771, in the Office of the Teton County Clerk, Teton County, Wyoming. The Declarant is adopting the following Amendment to the Declaration, and previous amendments thereto, pursuant to and in accordance with Article 12, Section 12.2 of the Declaration, which allows the Declaration to be amended by the Owners of sixty-seven percent (67%) of the votes in the Association, of which there currently are twenty-four (24) votes. This Amendment does not seek to create a variance which is less restrictive than those contained in Sections 6.1, 6.5, 6.9, 6.11, 7.7, Article 8 or Section 12.2 of the Declaration of Protective Covenants. The purpose of this Second Amendment is to rescind that First Amendment dated July 18, 1997 in its entirety and reinstate the language of Article 11, Section 11.1 found in the original Declaration dated June 27, 1997 to require the Association and property owners of The Townhomes at Melody Ranch to carry a blanket insurance policy.

NOW, THEREFORE, Declarant hereby declares that all of the Property comprising the Subdivision shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Declaration of Protective Covenants, Conditions and Restrictions described above and as further amended by this Second Amendment to such Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property comprising the Subdivision and be binding on all parties having any right, title or interest in the described Property comprising The Townhomes at Melody Ranch, or any part thereof,

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof, with the foregoing described amendments being more particularly set forth as follows:

1. **INSURANCE MORTGAGES AND RECONSTRUCTION, Article 11.1 Insurance** is amended to read as follows:

The Association shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the discretion of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows and to the elements or materials comprising a part of the units. The insurances shall be carried in blanket policy form naming the Management Committee the insured, as attorney-in-fact for all the unit owners, at their common expense, which policy or policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and a non cancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested such notice of the insurer. The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project of any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible. Owners are encouraged to carry their own insurance (and to require renters insurance for rental units) to cover their possible liability for payment of damages, such as the deductible amount, which is not insured by the Association itself. All insurance policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers given above, to purchase and maintain such insurance, and to remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interest may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and the Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

2. All of the rest and remainder of the Declaration of Protective Covenants for The Townhomes at Melody Ranch shall remain unchanged and in full force and effect.

3. This Amendment shall take effect immediately as of the date of approval by sixty-seven percent (67%) of the votes in the Association and upon the recording of certified copies of Affidavits of Acknowledgment, Approval and Acceptance of Covenant Amendments with the Teton County Clerk, Teton County, Wyoming.

4. These Amendments shall be effective with respect to all lots owned by Declarant and all lots previously conveyed, the owners of which have joined in and adopt these Amendments by execution of a recordable instrument signifying adoption of these Amendments.

DATED this 14<sup>TH</sup> day of March, 2000.

THE TOWNHOMES AT MELODY RANCH  
HOMEOWNERS ASSOCIATION, a  
Wyoming Non-Profit Corporation

BY: Kevin C. Tippetts  
Kevin Tippetts, its President

ATTEST:

BY: Julie Klomprens  
Julie Klomprens, Secretary

STATE OF WYOMING                    )  
  )     ss.  
COUNTY OF TETON                    )

The foregoing instrument was acknowledged before me by KEVIN TIPPETS and JULIE KLOMPARENS, before me and to me known to be the persons that executed the foregoing as President and Secretary, respectively, of The Townhomes at Melody Ranch Homeowners Association, and severally acknowledged that they executed the foregoing as such officers in the name of and on behalf of said corporation this 14<sup>th</sup> day of March, 2000.

Witness my hand and official seal.



Dale E. Barbours  
Notary Public

My Commission Expires:  
4/23/2003

## Critical Services Provider Organization Application

This form is used for organizations who wish to obtain approval from Jackson/Teton County Affordable Housing Department so that their emergency services employees or volunteers will be eligible to receive preference for homes in Housing Department lotteries.

Name of Organization: Gras Ventre OB/GYN

Address: 555 E Broadway, Ste 108 Jackson, WY 83001

Mission Statement of Organization:

To provide specialized OB/GYN, infertility, and surgical care of the highest quality to the women in our community.

Contact Person (Supervisor) Name: Mary Jo Pollard

Title: Office Manager

Phone: 307-734-1005 ext 9

Email: Maryjo@gvog.net

1. Does your organization provide immediate response for health and safety services?

☒ Yes ☐ No

If yes, please explain. If no, you can stop here.

The on-call provider must be able to "30 minutes from decision to incision."

2. Please provide a real life example of a time that your organization provided emergency response for a public safety emergency.

Part of the relationship with SFMC is to provide 24/7/365 specialized OB/GYN coverage. Any woman who enters the hospital for emergency care that requires specialized OB/GYN care will see the OB provider on call. At all times the on call provider is within 30 minutes of the hospital. There are 2

3. Does your organization have paid employees or volunteers who are on call 24 hrs/day for public safety emergencies? ☒ Yes ☐ No

on-call providers at All times.

4. If you answered Yes to the above question, please provide job titles, provide a brief job description and required certification along with time to complete certifications for those positions. Please do this for each job position. (Use a separate sheet if needed).

Job Title Medical Doctor

Required Certification(s)

Doctorate of Medicine

Board Certified in Obstetrics + Gynecology

DEA/Pharmacology Licensed

BLS = Basic Life Support

ACLS = Advanced Cardiovascular Life Support

NEP = Neonatal Resuscitation

FHM = Fetal Heart monitoring

Time it takes to complete certification(s) 8-10 yrs + 60 credits of  
Job Description Clinical Physician / Surgeon continuing education  
Annually  
Bring babies into the world, provide women with  
OB+GYN care

Job Title CNM - Certified Nurse Midwife

Required Certification(s)

Masters of Nursing / Board Certified mid-wife / Cert in Surgical Assist  
Cert in Ultra Sounds / BLS, ACLS, NRP / DEA-Pharmacy licensing

Time it takes to complete certification(s) 2+ yrs for CNM + continuing ed  
and Board Certification credits

Job Description

Clinical Provider (40 hrs) weekly, Hospital rounds (10 hrs) weekly, On-call  
as primary 5 days/mo, As secondary 4 days/mo (9 days total)  
per month

- provides in-clinic + in-hospital care for women through out their pregnancy. she provides primary care in vaginal deliveries, she assists  
Job Title a physician for a c-section.

Required Certification(s)

Time it takes to complete certification(s)

Job Description

Job Title

Required Certification(s)

Time it takes to complete certification(s)

Job Description

Job Title

Required Certification(s)



Time it takes to complete certification(s) \_\_\_\_\_

Job Description \_\_\_\_\_

5. How does having the employees who fill the above positions living locally in Teton County affect your organization? This is much bigger than our organization. The rule is '30 minutes from decision to incision'. All OB providers must be able to get a call and be in the OR ready in less than 30 minutes. This is a life saving protocol for moms + babies. At all times 2 providers are on-call to ensure coverage for a non-emergency birth or/and emergency OB procedure.

Mary Jo Pollard

Name (printed)

Office Manager

Job Title

Mary Jo Pollard

Signature

307-734-1005 ext 9

Phone

Please print this application and complete the signature lines. Scan and email back to [bjennings@tetonwyo.org](mailto:bjennings@tetonwyo.org), fax to 734-3864, or mail to JTCAHD, P.O. Box 714, Jackson, WY 83001

This application will be considered by the Jackson Town Council and the Board of County Commissioners at their regular board meetings following receipt of the completed application. You will be notified in writing of their decision.

**COMPLETE AMENDMENT AND RESTATEMENT**  
**Special Restrictions**  
**For Workforce Ownership Housing**  
**Located at**  
**848 W Snow King Avenue, Town of Jackson Wyoming**

This Complete Amendment and Restatement of the Supplemental Declaration of Covenants, Conditions and Restrictions For 810 West Addition (Employment-Based Housing Lots recorded in the Office of the Teton County Clerk as document number 0647969 book of photo 586 pages 437-450 for 848 Snow King Avenue is made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by JTCHA and the undersigned owner ("Owner") ("Special Restrictions").

**RECITALS:**

**WHEREAS**, the undersigned Owner holds fee ownership interest in that certain real property known as 848 Snow King Avenue located in Teton County, Wyoming, and more specifically described as follows:

Unit 35, 810 West Addition to the Town of Jackson, Plat No. 1141 Recorded in the Office of the Teton County Clerk February 7, 2005.

PIDN: 22-41-16-33-3-09-035 (the "Land");

**WHEREAS**, as a condition of its FDP (03-18.1 (04)), dated May 3, 2004, for the 810 West Addition to the Town of Jackson (the "FDP Approval"), Owner was required to dedicate twenty (20) Employment-based units and two (2) Affordable units as to be owned or rented by households who work in Teton County and will occupy the units as their sole primary residences (the "Residential Units");

Unit 35, a two-bedroom 1092 square foot townhome with a 308 square foot garage, 2-bathrooms, originally Employment-based being reclassified as Workforce Housing.

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Owner was required to restrict the initial and all subsequent sales and transfers of the Residential Unit, defined above, to a "Qualified Household,";

**WHEREAS**, consistent with the foregoing, the Land is subject to those certain Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition (Employment-Based Housing Lots) recorded April 25, 2005 as Document number 0647969 in book of photo 586 pages 437-450 (the "2005 Special Restrictions");

**WHEREAS**, in accordance with Section 22 of the 2005 Special Restrictions, the Special Restrictions may be modified with the written consent of TCHA and Owner ;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority (“TCHA”) and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (“JTCHA”), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who will be employees of Teton County and agents acting on behalf of the JTCHA;

**WHEREAS**, in accordance with such Section 22 of the 2005 Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2005 Special Restrictions by adopting these Complete Amended and Restated Special Restriction for Workforce Ownership Housing Located at 848 W Snow King Avenue, Town of Jackson Wyoming (“Special Restrictions”);

**WHEREAS**, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and the Town of Jackson, Wyoming.;

#### **RESTRICTIONS:**

**NOW THEREFORE**, in satisfaction of the conditions in the Click here to enter approval type (FDP, CUP or other) Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

#### **SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.**

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.



## SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

- A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
  2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
  3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
  4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
  5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson , Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.** In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
  - a. Occupancy by Owner. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
  - b. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. Owners may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

- H. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. The owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner’s association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

**SECTION 4. TRANSFER LIMITATIONS.** Each Residential Unit may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

**SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT.** At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

**SECTION 6. RESALE OF RESIDENTIAL UNIT.** An Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the “Notice to Sell”), and after receipt of such notice, the Housing Department shall determine the “Maximum Resale Price,” as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department’s determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

**SECTION 7. MAXIMUM RESALE PRICE.** To further the Town of Jackson Wyoming's goal of providing affordable housing, after the initial sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 8. DEFAULT.** Each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

**SECTION 9. DEFAULT REMEDIES.** In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require Owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made Owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner.

If there are insufficient proceeds to satisfy the foregoing, Owner shall remain personally liable for such deficiency.

- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale, Owner hereby irrevocably appoints the then-serving Housing Manager as such Owner's attorney-in-fact to effect any such purchase or sale on Owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement or as amended.

#### **SECTION 10. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
  - 1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages

combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgagee," defined as:

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Owner or any family member of Owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1. The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.



5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

- C. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
  1. be deemed unsecured; and
  2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

- D. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
  1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

#### **SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.**

- C. Termination by the Town of Jackson, Wyoming. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and the Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors

**SECTION 12. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

**SECTION 13. NOTICES.** All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

**To Housing Department**

Jackson/Teton County Affordable Housing Department  
P.O. Box 714  
Jackson, WY 83001

**With a Copy to:**

Town of Jackson.  
P.O. Box 1687.  
Jackson, WY 83001.

To Owner

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SECTION 14. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 15. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

**SECTION 16. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 17. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 18. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 19. INDEMNIFICATION.** Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

**SECTION 20. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 21. GOVERNMENTAL IMMUNITY.** Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF,** the undersigned have executed this instrument as of the Effective Date.

**Jackson/Teton County Housing Authority:**

\_\_\_\_\_  
Matthew Faupel, Chair

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by Matthew Faupel, as Chair, of Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**OWNER:**

\_\_\_\_\_

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by insert name of owner, as Owner, of 848 W. Snow King Avenue, Jackson Wyoming.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**TOWN OF JACKSON**

\_\_\_\_\_  
Pete Muldoon, Mayor

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires:

Attest:

\_\_\_\_\_  
Sandy Birdyshaw, Town Clerk

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Clerk, of Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

Approved as to form:

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
Stacy A. Stoker, Housing Manager  
STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy A. Stoker as Housing Manager.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

## **ESCROW AGREEMENT**

### **Jackson/Teton County Housing Authority**

### **Michael Ross and Nate Siegler**

This escrow agreement made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 2019, by and between Michael Ross, P.O. box 10633, Jackson, WY 83002 herein referred to as "Seller" and Nate Siegler, P.O. Box 11277, Jackson, WY 83002, herein referred to as "Buyer" and the Jackson/Teton County Housing Authority, a duly constituted Housing Authority pursuant to W.S. § 15-10-116, P.O. Box 714, Jackson, WY 83001 herein referred to as "Agent".

#### **WITNESSETH**

WHEREAS, the Buyer is purchasing from the Seller a home located at 199 E. Pearl Unit #205, Jackson, Wyoming (the "Residential Unit") for the purchase price of \$224,459.00;

WHEREAS, the Homeowners Association ("HOA") is in the process of having repairs done to the roof of the building; and

WHEREAS, the HOA will assess each homeowner in the building a portion of the cost of the roof repairs when the work is complete; and

WHEREAS, \$10,000.00 of the seller's proceeds shall be set aside in escrow in order to pay for the cost of the HOA's Assessment to the Buyer for making said repairs.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth to be faithfully performed by each, and other good and valuable consideration, the parties do hereby mutually agree as follows:

b. The seller agrees to allow the Jackson/Teton County Housing Authority ("JTCHA") to hold the escrow funds and no escrow agent shall be appointed. The Closing Agent, Wyoming Title and Escrow, is hereby instructed to withhold upon closing \$10,000.00 from the Seller's Proceeds for the JTCHA to hold in escrow. At closing, Wyoming Title and Escrow will convey the escrowed funds to JTCHA in the form of a check.

c. JTCHA shall hold said escrow funds in the amount of \$10,000.00 until such time as JTCHA receives notice from the HOA that the repairs have been completed with a copy of the invoice for the assessment to the Buyer.

d. JTCHA will disburse funds to the HOA in the amount of the invoice for the assessment to the Buyer. Any funds remaining after the HOA has been paid shall be disbursed to Seller.

e. Disbursements to Seller shall be payable to Michael Ross, P.O. box 10633, Jackson, WY 83002.

f. If JTCHA does not receive notice that the repairs have been completed within eighteen (18) months of the day of closing or October 2, 2020, the JTCHA will disburse the \$10,000.00 to the Seller and the Buyer of the Residential Unit will be responsible for paying any forthcoming assessments.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first written and executed the same on the dates indicated below by their respective signatures.

**SELLER:**

\_\_\_\_\_  
Michael Ross

\_\_\_\_\_  
Date

**BUYER:**

\_\_\_\_\_  
Nate Siegler

\_\_\_\_\_  
Date

**AGENT:**

Jackson/Teton County Housing Authority

\_\_\_\_\_  
Matthew Faupel, Chair

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Annie Kent Droppert, Clerk

\_\_\_\_\_  
Date